



**EMERGENCY  
SOLICITATION FOR OFFERS**

**Program Coordinator Services for Hurricane Laura Recovery Projects**

**McNeese State University**

**Lake Charles, Louisiana**

**Project Number: 01-107-05B-13, F.01004133**

**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
OFFICE OF FACILITY PLANNING AND CONTROL**

**September 10, 2020**

## **GENERAL INFORMATION**

### **1.1 Background**

McNeese State University (McNeese) is one of nine universities in the University of Louisiana System. McNeese provides educational opportunities with over 60 degree programs in Lake Charles, Louisiana. The main campus is in the heart of Lake Charles and sits on approximately 120 acres.

McNeese was severely damaged by Hurricane Laura on August 27, 2020 and will be unable to hold in-person classes until the campus is restored. It is expected the University will operate virtually during the fall semester of 2020. The damage impact from Hurricane Laura ranges from minor repairs to severe destruction of many of McNeese's buildings. Therefore, the State of Louisiana seeks to contract with a professional architect/engineering firm experienced in disaster recovery to act in a program coordinator capacity. The scope of services to be provided shall be as defined in Attachment 1.

### **1.2 Purpose of SFO**

The purpose of this SFO is to gather information from potential organizations that can provide Program Coordinator Services for Hurricane Laura Recovery Projects at McNeese State University in Lake Charles, Louisiana. Time is of the essence in identifying and contracting with qualified entities to assist with the State of Louisiana's recovery efforts to restore operations to McNeese. This Solicitation for Offers ("SFO") is to obtain information and does not guarantee an award. This information will be reviewed and considered by the Division of Administration, Office of Facility Planning and Control ("FP&C") and may or may not result in an award of a contract.

### **1.3 Project Information**

#### **Contract Term**

Any contract resulting from this SFO will have a duration of twelve (12) months, however, the primary duties of the contract are not expected to last more than four to six months. The contract may be extended as required at the sole option of the State to accomplish needed program closeout with ORM and FEMA. No contract or amendment shall be valid, nor shall the State be bound by the contract or an amendment, until it has been fully executed.

### **1.4 Requirements for Offerors**

#### **Mandatory Requirements:**

- a. Offeror shall demonstrate capability to coordinate major recovery programs including, but not limited to, the review of the technical assessment, documents for construction, cost estimates, scheduling, reporting to stakeholders and dispute resolution;
- b. Offeror shall demonstrate staff capacity;
- c. Offeror shall designate and mobilize a Program Coordinator team that will interface with FP&C and McNeese throughout all phases of the recovery project.

#### **Program Coordinator Minimum Qualifications:**

- a. Program Coordinator shall be a qualified professional architect or engineer licensed by the State of Louisiana to perform the duties as described herein including monitoring of field design and construction activities;
- b. Program Coordinator shall demonstrate experience in management of FEMA disaster recovery projects.

- d. Offeror shall demonstrate knowledge of leveraging FEMA reimbursement, ORM insurance proceeds, CDBG, and other sources of funding for the recovery project as well as FEMA Project Worksheet development.
- e. Offeror shall have a daily on-campus presence for the duration of the recovery and until all buildings are re-occupied.

## **1.5 Applicable Terminology**

For purposes of this SFO, the following words and terms shall have the meanings specified below:

*Architect* shall mean the architectural firm(s) retained by Owner to provide design services for the Project, including its engineering consultants, special consultants, agents and representatives. Referred to as “Architect” or “A/E.”

*CDBG* shall mean the Community Development Block Grant program.

*Facility Planning and Control* shall mean the Office of Facility Planning and Control (FP&C) with the Division of Administration, responsible for contracting for Design and Construction activities.

*FEMA* shall mean the Federal Emergency Management Agency that will be a funding source for much of the restoration.

*GOHSEP* shall mean the Governor’s Office of Homeland Security and Emergency Preparedness.

*Offeror(s)* shall mean those entities or persons submitting a Proposal for the SFO, including their agents and representatives.

*Office of Risk Management* shall mean the State Office of Risk Management (ORM), the FEMA sub-applicant for restoration of the campus.

*Owner* shall mean The State of Louisiana, Division of Administration, Facility Planning and Control, including its agents and representatives.

*Program Coordinator* shall mean the person or entity that will be awarded the Agreement by Owner, including its agents and representatives.

*Project Team or Project Delivery Team* shall mean the Owner, User Agency, Architect, Program Coordinator, Construction Contractor(s), and their respective agents.

*SFO* shall mean this Solicitation for Offers, including all addenda, attachments, and exhibits thereto. For the purpose of this SFO, the terms *The State of Louisiana* and *The State* shall be interchangeable and mean the Owner as defined above.

*User Agency* shall mean McNeese State University (McNeese)

## **2. ADMINISTRATIVE INFORMATION**

### **2.1 SFO Coordinator**

Mr. Stephen Losavio, Assistant Director, Facility Planning and Control, 1201 N. Third Street, Baton Rouge, LA 70802, Stephen.Losavio@la.gov (225) 342-0832

The State will consider written inquiries and requests for clarification of the content of this SFO received from potential Offerors. Written inquiries must be received by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the SFO should a change be identified that is in the best interest of the State. Official responses to all questions submitted by potential Offerors will be posted in the form of an addendum by the date specified in the Schedule of Events at <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and <https://www.doa.la.gov/Pages/ofpc/Index.aspx> . Only the SFO Coordinator has the authority to officially respond to an Offeror's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

## **2.2 Schedule of Events**

Public notice of SFO: 09/10/2020

Deadline for receipt of inquiries: 12:00 p.m. CDT, 09/11/2020

Response to inquiries by State: 4:00 p.m. CDT, 09/11/2020

**Deadline for receipt of electronic SFO responses: 2:00 p.m. CDT, 09/14/2020**

Selection, receipt of and negotiation of cost proposal/contract, award of contract: 9/16/2020

Commencement of Work (ZOOM meeting with FP&C, McNeese, and selected A/E Teams): 9/18/2020

FP&C reserves the right to deviate from this Schedule of Events as it deems appropriate.

## **2.3 Response Content**

### **2.3.1 Executive Summary**

This section serves to introduce the scope of the response. It shall include administrative information including, at a minimum, Offeror's contact name and phone number, email address and any other pertinent contact information. This section shall also include a summary of the Offeror's qualifications and ability and willingness to comply with the State's requirements.

### **2.3.2 Corporate Background and Experience**

The Offeror shall give a brief description of the company including a brief history, corporate structure, and organization and number of years in business. Offeror shall also describe their experience with projects of this type with other states or corporate/governmental entities of comparable size and diversity. Offerors shall provide information in their responses that demonstrates the ability to meet the Requirements for Offerors in Section 1.4.

### **2.3.3 Approach and Methodology**

The Offeror shall provide their approach and methodology to accomplish the objectives above and services included described in Attachment 1 - Scope of Work/Services. Best practices garnered from previous experience with this Scope of Work/Services shall be described. Offerors shall provide a list of issues/concerns that were not taken into consideration in Attachment 1 – Scope of Work/Services that are important for the agency to consider. Provide alternative solutions for accomplishing the project objectives, if applicable, and any other additional pertinent information.

### **2.3.4 Cost**

Offerors shall be prepared to provide a cost associated with the response offered in the Approach and Methodology section above, and outlined on Attachment 2. The successful Offeror will be required to provide a cost proposal upon selection. Contract negotiations will commence immediately upon selection. Should negotiations fail to result in an agreed upon contract in the sole opinion of the State, negotiations will commence with other responsive

Offerors. Negotiations shall be based on a schedule of minimum applicable positions and cost schedule containing the hourly rates to be proposed by contractor based on the projected term of the work.

### **2.3.5 Insurance Requirements**

Offerors shall provide professional liability insurance, workers' compensation, auto, and general liability, in accordance with the State's standard requirements attached to the Sample Contract in Attachment 4 – Insurance Requirements for Personal, Professional & Consulting Services of the Sample Contract.

### **2.3.6 Reporting Requirements**

In the event FP&C decides to enter into a contract following this SFO, Offerors will be required to provide activity logs, timesheets, and/or other reports as required by the State. Frequency and type will be determined at the time of award.

## **2.4 Response Instructions**

### **2.4.1 Response Submittal**

Offerors interested in providing information requested by this SFO must submit responses containing the information specified no later than the Deadline for receipt of electronic SFO response as stated in the Schedule of Events. **The responses must be received by electronic copy only to Stephen.Losavio@la.gov on or before the date and time specified in the Schedule of Events.** E-mail submissions are the only acceptable method of delivery. Fax, mail, and courier delivery shall not be acceptable. Offerors should allow sufficient time to ensure receipt of their emailed proposal by the time specified in the Schedule of Events. **Submittals shall be limited to no more than 25 pages. Submittals exceeding 25 pages shall be rejected and considered non-responsive.** State servers limit email sizes to 30MB uncompressed and 10MB encrypted. If your email exceeds these sizes, you must send multiple emails to avoid rejection and non-delivery. Responses received after the deadline, corrupted files, and incomplete submissions (e.g. Part 1 and Part 2 of 3 are received, but Part 3 is not) will not be considered and will not be evaluated. Services must be delivered within the stated schedules for acceptance of work in the Scope of Services, unless otherwise agreed to by FP&C, or payments will not be approved.

## **2.5 Additional Instructions and Notifications to Offerors**

### **2.5.1 SFO Addenda/Cancellation**

The State reserves the right to revise any part of the SFO by issuing an addendum to the SFO at any time. Addenda, if any, will be posted at: <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm> and <https://www.doa.la.gov/Pages/ofpc/Index.aspx>

It is the responsibility of Offerors to monitor postings. Issuance of this SFO, or subsequent addendum, (if any) does not constitute a commitment by the State to enter into a contract. In addition, the State may cancel this informal process at any time, without penalty.

### **2.5.2 Ownership of Response**

The materials submitted in response to this request shall become the property of the State.

### **2.5.3 Cost of Preparation**

The State shall not be liable for any costs incurred by Offerors associated with developing the response, preparing for discussions (if any) or any other costs, incurred by the Offeror associated with this SFO.

### **2.5.4 Blackout Period**

The blackout period is a specified period of time during a competitive sealed procurement process in which any Offeror, proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee

or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to program management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this SFO. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded. In those instances in which a prospective Offeror is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement. Any Offeror, bidder, proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law. Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the SFO

### **3. EVALUATION OF RESPONSES**

Firms will be evaluated based on the following criteria:

Criteria Maximum Score

#### **TECHNICAL APPROACH**

Firm Experience: 30%

Key Personnel Qualifications: 40%

Capability of Firm: 30%

Total Technical Approach Score: 100%

#### **COST PROPOSAL**

To be negotiated with the successful Offeror.

The FP&C and McNeese Evaluation Team will compile the scores and make a recommendation to the FP&C Director based on the responsive and responsible Offeror(s) with the highest score(s).

#### **1. Firm Experience:**

Offerors shall be evaluated based on project specific expertise, experience and resources related to applicable work performed for the State of Louisiana or similar projects performed for other states and agencies with emphasis on disaster recovery programs.

#### **2. Key Personnel Qualifications and Experience:**

Offerors shall be evaluated based on the professional qualifications of key personnel related to the work described in Attachment 1 – Scope of Work/Services, including academic attainment, professional achievements and relevant experience.

#### **3. Capability of Firm:**

Offerors shall be evaluated on their ability to successfully provide services similar to those required by the agency. Criteria include past performance, knowledge of locality, coordination and cooperation with agency staff, ability to meet deadlines and budgets, and capacity to perform multiple projects simultaneously. The Offeror shall describe their management approach to general project work processes, resource allocation, accountability, and quality control.

#### 4. Cost Proposal:

To be negotiated with the successful Offeror. Should the State and Offeror be unable to agree on the cost terms, the State reserves the right to enter negotiations with other responsive Offerors.

## **ATTACHMENT 1 - SCOPE OF WORK/SERVICES**

The Selected Offeror shall be responsible for the following:

- (a) Designating and mobilizing the designated Program Coordinator that will interface with FP&C and McNeese throughout all phases of the recovery project.
- (b) Leveraging FEMA reimbursement, insurance proceeds, CDBG, and other sources of funding for the recovery project. Each identified building project shall demonstrate individually eligible scopes of work to leverage FEMA reimbursement.
- (c) Compile, verify and track field assessments of each building project designated by FP&C.
- (d) Developing a Project Report for each building project designated by ORM/FP&C and submitting the Project Report to FP&C and McNeese after field assessment is completed.
- (e) Providing monitoring and coordination of design and construction activities.
- (f) Submitting a project close out report for each building project to FP&C and McNeese as well as providing weekly situational reports for assessments and design and construction projects.
- (g) Participating in weekly coordination calls with FP&C and McNeese, or as needed in the sole discretion of FP&C. Upon selection and negotiation of the contract, perform the following:

Program Oversight: Offeror will mobilize the designated Program Coordinator who will coordinate with FP&C and McNeese all aspects of the McNeese recovery project including engagement with ORM and A/E design teams. Offeror shall coordinate with the Design Team for each prioritized building contained in the Report of Building Assessment to provide each Design Team with the Building Assessment report, including the discussion of (i) a comprehensive comparative cost analysis for whether each building requires repair or replacement, (ii) a recommended course of action, (iii) a plan for implementation for each recommended course of action, including associated projected costs and timelines to bring each building to a safe occupancy, (iv) identification of any and all available funding options, including but not limited to FEMA reimbursement, insurance proceeds, CDBG funds including monitoring and compliance.

Comprehensive Building Assessment and Report: Offeror, working with design team and ORM insurance adjusters, shall review the comprehensive inspections, surveys and needs assessment of all buildings identified by ORM and impacted by Hurricane Laura. The assessment shall include assessment and prioritization of (a) academic buildings, (b) student housing, (c) infrastructure including mechanical and electrical framework, and (e) other internal framework conditions germane to the recovery.

Offeror shall provide FP&C and McNeese with recommendations of expedited bids for each building project. Offeror, at all times during the course of this Contract shall monitor design and construction and inform FP&C and McNeese of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals.

Contract Closeout. Offeror shall provide FP&C, ORM and McNeese with information necessary for closeout with all stakeholders including ORM, FEMA, CDBG, etc.



## **ATTACHMENT 2 – MINIMUM JOB CLASSIFICATION EXAMPLES**

### **Program Coordinator**

Education: Possession of a current Louisiana license to practice professional engineering or professional architecture.

Experience: 10 years' experience leading major programs, projects, or business units.

Responsibilities Include: Providing contractual administration and specific program coordination, advisor to FP&C and McNeese, broad oversight and direction of design teams and contractors, reporting to all stakeholders and dispute resolution.

Knowledge of and Skills in: Management and supervision, effective leadership, oral and written communication, and management of multiple tasks including FEMA Public Assistance Programs.

Examples of Work: Provides oversight of all program activities including design and construction. Provides guidance and advice to FP&C and McNeese. Manages work performance to ensure that services are being provided efficiently and effectively and recommends corrective action as necessary. Communicates with all stakeholders including FP&C, McNeese, ORM, GOHSEP, FEMA, A/E Design Teams, Contractors, and other interested parties regarding all aspects of program operations. Makes effective presentations as required.

### **Project Manager**

Education: Bachelor's degree in an architectural, engineering or technical discipline.

Experience: 5 years' experience leading major programs and projects.

Responsibilities Include: Providing day-to-day direction, guidance and decision making for operations involving design and construction services.

Knowledge of and Skills in: Management and supervision, effective leadership, problem solving, oral and written communication, evaluation of project effectiveness, and management of multiple tasks including FEMA Public Assistance Programs.

Examples of Work: Monitors daily project activities to ensure project goals and objectives are accomplished. Monitors work plans and staffing for each phase of the project, both design and construction. Prepares project reports for Program Coordinator. Develops systems and maintains records that provide for the proper evaluation and documentation of all program activities. Provides explanations, clarifications, and other communications with all stakeholders as directed by the Program Coordinator regarding all aspects of program operations.

### **Senior Grant Subject Matter Expert**

Education: Bachelor's degree or equivalent work related experience.

Experience: 10 years' experience in serving as a lead in administering and overseeing grant funding and implementation at the federal, state or local levels of government with emphasis on the FEMA Public Assistance Program.

Responsibilities Include: Serving in the lead role for providing comprehensive grant management services to Grantees and sub-recipients involving all aspects of FEMA requirements.

Knowledge of And Skills in: Federal grant provisions and requirements such as FEMA Public Assistance Program with emphasis on procurement, labor compliance, Environmental Historic Preservation (EHP), EEO, financial management, and record keeping. Has specific knowledge of FEMA, HUD and CDBG requirements and policies.

Examples of Work: Advises the Program Coordinator, FP&C, McNeese, ORM, Grantees, sub-recipients, and staff regarding FEMA and CDBG requirements. Conducts meetings with Grantees and sub-recipients to establish initial assessment of proposed recovery projects and activities and to explain FEMA and/or CDBG rules and regulations. Reviews project descriptions and initial and final applications for funding. Coordinates application development with ORM. Assists Grantees and sub recipients with compiling FEMA/CDBG required documentation and complying with all FEMA/CDBG requirements. Provides review and oversight of funded projects through project closeout.

**ATTACHMENT 3 – SAMPLE PROFESSIONAL SERVICES CONTRACT w/ Insurance Requirements**

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

**CONTRACT FOR PROFESSIONAL SERVICES**

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the State of Louisiana Division of Administration and \_\_\_\_\_, do hereby enter into contract under the following terms and conditions.

Contractor hereby agrees to furnish the following services:

**Program Coordinator Services for Hurricane Laura Recovery Projects**

**McNeese State University**

**Lake Charles, Louisiana**

**Project No.: 01-107-05B-13, F.01004133**

State ID No.: Multiple

Site Code: 5-10-004

**As per proposal dated \_\_\_\_\_ 2020, which is attached hereto and made a part thereof. Insurance requirements for Contractors included herein as Attachment “A.”**

In consideration of the services described above, state hereby agrees to pay to Contractor a maximum fee of \_\_\_\_\_. Payment will be made monthly only on approval of Facility Planning and Control.

If travel is required, payment will be made in accordance with PPM 49.

This contract shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_. State has the right to extend this contract up to a total of three years with the concurrence of the Contractor.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number \_\_\_\_\_.

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month, and year first written above.

WITNESSES:

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION

\_\_\_\_\_  
FP&C Witness #1 Sign Here

\_\_\_\_\_  
FP&C Witness #2 Sign Here

\_\_\_\_\_  
Contractor Witness #1 Sign Here

\_\_\_\_\_  
Contractor Witness #2 Sign Here

BY: \_\_\_\_\_  
**MARK A. MOSES**  
**FP&C DIRECTOR**

BY: \_\_\_\_\_

## **ATTACHMENT A**

### **INSURANCE REQUIREMENTS FOR PERSONAL, PROFESSIONAL & CONSULTING SERVICES**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

#### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

1. **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. **Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

4. **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

5. **Project Specific Pollution Liability**

Project Specific Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit per occurrence of not less than \$2,000,000, inclusive of umbrella and/or excess liability coverage. An Occurrence Policy Form is preferred.

A Claims-Made Policy Form is acceptable subject to the Contractor's purchase of a five (5) year Extended Reporting Endorsement (tail coverage). A policy period inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all work under the contract shall be provided.

#### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

**C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

**D. ACCEPTABILITY OF INSURERS**

- 1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
- 2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

**E. VERIFICATION OF COVERAGE**

- 1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.



2. The Certificate Holder Shall be listed as follows:

State of Louisiana  
Facility Planning & Control  
PO Box 94095  
Baton Rouge, LA 70804-9095

3. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### **F. SUBCONTRACTORS**

If Applicable, contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.